

**ACCESS AGREEMENT  
&  
ACKNOWLEDGEMENT OF DISCLOSURE  
FOR CITY OF ANN ARBOR WET BASEMENT SAMPLING  
& 1,4-DIOXANE TESTING PROGRAM**

Whereas, \_\_\_\_\_ (the “Owner”) own(s) the property at \_\_\_\_\_, City of Ann Arbor, Michigan 48103 (the “Property”).

Whereas, City of Ann Arbor, a Michigan municipal corporation with offices at 301 E Huron Street, Ann Arbor, Michigan 48104 (the “City”), has identified an area in the City near West Park which is located within the footprint of the Gelman 1,4-dioxane plume and where groundwater is at an elevation such that it could enter residential basements under some conditions;

Whereas, the City has established a voluntary program for the properties within this area for the sampling and testing of wet basements for 1,4-dioxane at no cost to the property owner (the “Program”);

Whereas, participation in the Program requires that the Owner grant the City access to the basement of the Property (the “Access”) to collect samples which will be tested for 1,4-dioxane and to conduct a visual survey of the basement (the “Work”), and that the Owner provide a survey of products used at the Property;

Whereas, the analytical testing results will be public and will be used by the City and provided to the Owner and agencies of the State and County; and

Whereas, Owner desires to participate in the Program, and is willing to grant the Access to the City in accordance with the terms and conditions in this Access Agreement (“Agreement”) and acknowledges that participation in the Program and testing results will be public;

NOW, THEREFORE, in exchange for the consideration in this Agreement, the Owner and the City agree as follows:

1. Owner has received, read and understood the notification letter from the City explaining the Program.
2. Owner represents and warrants that it owns the Property in fee simple and that it, and it alone, has the right to enter into this Agreement, and, if applicable, Owner agrees to complete Attachment A regarding any tenants or occupants of the Property.
3. Owner grants the City, its employees, contractors, and authorized agents and representatives, Access to the Property to complete the Work, including permission to:
  - ❖ Enter and depart over and across the Property as needed, including entry into the dwelling and its basement;
  - ❖ Use and bring onto the Property all appropriate materials and equipment to collect wet basement water samples and complete a survey of the basement;

- ❖ Conduct wet basement water sampling and analytical testing for 1,4-dioxane;
- ❖ Complete a visual survey of the basement and products and report.

4. The City, its employees, contractors, and authorized agents will perform the Work in compliance with the latest health and safety recommendations related to COVID-19 and the Governor's Emergency Orders, as applicable.
5. Owner acknowledges and agrees that the City will complete analytical testing on water sample(s) collected from the basement of the Property and a copy of the testing results will be used by the City and provided to the Owner, the State of Michigan Department of Environment, Great Lakes and Energy, and the Washtenaw County Public Health Department.
6. Owner further acknowledges and agrees that the samples, testing results, data and reports obtained or generated pursuant to this Agreement and the Program will be public and will be subject to disclosure in response to a request submitted under the Michigan Freedom of Information Act, PA 442 of 1976, MCL 15.231 et seq.
7. The City agrees that Owner's participation in the Program shall be at no cost to the Owner.
8. Owner further acknowledges that on sale of the Property and/or listing of the Property for sale, it may be required to disclose its participation in the Program, that water was collected from the basement of the Property, the results and/or reports of the analytical testing of samples collected from the Property, and other relevant information.
9. Owner represents and warrants that there are no unreasonably dangerous conditions on the Property, and Owner agrees it shall be liable for any bodily injuries or property damage that result from any such conditions and shall indemnify, defend and hold City harmless from and against any damages, costs, expenses, and/or losses that arise from any such conditions.
10. Owner agrees that this Agreement is not a waiver of and does not alter the City's governmental immunity or other immunity under law.

[Signatures on next page]

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

OWNER:

CITY OF ANN ARBOR

By \_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Tom Crawford  
Interim City Administrator

By \_\_\_\_\_  
\_\_\_\_\_

Approved as to substance:

\_\_\_\_\_  
Craig A. Hupy, P.E.  
Public Services Area Administrator

Approved as to form:

\_\_\_\_\_  
Stephen K. Postema  
City Attorney

ATTACHMENT A

OWNER AND TENANT/OCCUPANT INFORMATION

Property Address (Property): \_\_\_\_\_

Owner Name (Printed) (Owner): \_\_\_\_\_

Contact Number(s): \_\_\_\_\_

Email: \_\_\_\_\_

If you are the Owner of the Property, but live elsewhere, provide the following information regarding any tenants/occupants at the Property:

Tenant Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Tenant Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Tenant Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Tenant Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_